Council Agenda Report

City Council Meeting
06-22-26
Item 1.B.7.

To: Mayor Silverstein and the Honorable Members of the City Council

Prepared by: Yolanda Bundy, Community Development Director

Approved by: Joseph D. Irvin, City Manager

Date prepared: June 3, 2026 Meeting date: June 22, 2026

Subject: Amendments to Agreements to Provide Plan Check Consulting Services

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RECOMMENDED ACTION: 1) Authorize the Mayor to execute Amendment No. 1 to Agreement with True North Compliance Services, Inc.; and 2) Authorize the Mayor to execute Amendment No. 2 to Agreement with Bureau Veritas North America, Inc.

FISCAL IMPACT: All building plan check fees are established in the City's adopted Fee Schedule and are collected by the City as part of the standard permit review process. There are no additional surcharges or fees charged to applicants when consultant plan check services are utilized.

Under the proposed agreement, the consultant is compensated through a fixed percentage of the applicable plan check fees collected by the City, based on the scope and type of plan review performed. These percentages are established in the agreement's fee schedule and are consistent with the compensation structure used in the City's other building plan check consultant agreements. The City retains the remaining portion of the collected fees to support the administrative and operational functions required to process and manage building permits and plan check reviews.

Funding for these services is included in the Proposed Budget for Fiscal Year 2026-27 in Account No. 101-2004-5100 (Building Safety Professional Services)

STRATEGIC PLAN IMPLEMENTATION:

Goal 1: Support Community Rebuilding and Long-Term Recovery
Objective 1.1: Accelerate and simplify the rebuilding of $1.6 billion in destroyed properties.
Strategy: Build Measurable Milestones and Accountability Structures

DISCUSSION: The Community Development Department utilizes consulting firms to provide specialized services such as building plan check and grading and drainage plan check as well as expedited services for wildfire recovery. The item before the Council are amendments to agreements for two consultant firms to provide plan check services for regular operations and the Woolsey Fire recovery. At this time, the amendments are required to establish a fixed expiration date for the Bureau Veritas agreement and extend the term of the True North agreement, and to modify the fee schedules. Agreements for the Palisades Fire recovery were considered under separate agreements in 2025.

The two amendments before the Council were previously obtained through the City's procurement process through the Request for Proposal / Qualifications process in 2018 and in 2024.

Bureau Veritas - On December 13, 2018, a Request for Qualifications (RFQ) was published for a full range of permitting services related to rebuilding properties damaged or destroyed in the Woolsey Fire. The RFQ required applicants to clearly identify the firm's capabilities and experience in providing these requested services. On January 28, 2019, the City entered into an Agreement with California Code Check for plan check services related to the Woolsey Fire Recovery Project. Unlike other agreements, the term of the agreement was for the duration of the Woolsey Fire Recovery project and did not include a fixed expiration date. When this company was acquired by Bureau Veritas, the City determined that transferring the Agreement to Bureau Veritas was in the public interest and consistent with the purposes of the Agreement. As a result, on September 11, 2023, the Council adopted an Assignment of Agreement. On November 12, 2024, Council approved Amendment 1 to include a modified scope of work to include plan reviews of non-Woolsey projects. As the secondary consulting firm, Bureau Veritas has provided overflow plan review services to maintain a ten-day turnaround time for projects, as well as provide inspection services and in-house counter services for plan check.

True North - On March 4, 2024, an RFP for a contract consultant for Plan Check Consulting Services was distributed. Each firm's interview presentation and RFP package were evaluated, and the ability to meet the criteria listed in the RFP determined a selection. On May 28, 2024, the City entered into a two-year agreement with True North to serve as the primary consulting firm to provide plan check services. This agreement is set to expire on June 30, 2026.

Given the current focus on Malibu's recovery from the Franklin and Palisades fires, staff recommends postponing the RFP process. Staff is requesting additional time to issue the RFP to evaluate the scope of services and fee schedules for contract services to optimize service delivery and reduce passthrough costs to applicants where feasible, while also evaluating opportunities to shift work in-house and reducing reliance on contract services where staff capacity allows. In addition, staff will develop metrics to ensure that reviews are conducted promptly. Staff anticipate issuing an RFP within the next year to solicit qualified vendors for these services.

It is recommended that the City Council authorize the Mayor to establish a fixed term for the Bureau Veritas agreement, with an expiration date of June 30, 2028 and to extend the term of the True North agreement, such that the agreement will expire on June 30, 2028, and modify the schedule of fees for both agreements.

ATTACHMENTS:

1. Amendment No. 1 to Agreement with True North Compliance Services, Inc.
2. Amendment No. 2 to Agreement with Bureau Veritas North America, Inc.

Docusign Envelope ID: B813D6EB-8E86-8C58-83CD-480E19968E37

AMENDMENT NO. 1 TO PROFESSIONAL SERVICES AGREEMENT

THIS AMENDMENT NO. 1 TO PROFESSIONAL SERVICES AGREEMENT (the "Amendment" is made and entered in the City of Malibu on June 22, 2026, by and between the City of Malibu, a municipal corporation, hereinafter referred to as City, and True North Compliance Services, Inc., a California corporation, hereinafter referred to as Consultant. City and Consultant are herein collectively referred to as "Parties" and separately as a "Party".

The city and the Consultant agree as follows:

R E C I T A L S

A. On May 28, 2024, the City entered into a Professional Services Agreement with Consultant for plan check consulting services (the "Agreement").

B. The Parties desires to amend the Agreement to extend the Term of the Agreement, such that the contract will now expire on June 30, 2028, and to update the hourly rate of Professional Staff, and Consultant has submitted a proposal for this purpose that is acceptable to the City.

NOW THEREFORE, in consideration of the mutual covenants and agreements set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. Section 2.0 of the Agreement (Term of Agreement), is hereby extended to June 30, 2028.

2. Section 4.0 of the Agreement (Compensation for Services), is hereby amended as set forth in Exhibit A attached hereto. This change fully replaces Exhibit B from the original agreement.

3. Incorporation of Exhibits. All exhibits attached to this Amendment are hereby incorporated into the Agreement by this reference. To the extent there is any conflict between an exhibit attached to this Amendment and the exhibits attached to the original Agreement, the exhibits attached to this Amendment shall control.

4. Authority to Execute. Each person executing this Amendment represents and warrants that they are duly authorized to execute this Amendment on behalf of the Party for whom they are signing and to bind that Party to the terms herein.

5. The Parties agree that this Amendment will be considered signed when the signature of a Party is delivered physically or by facsimile transmission or scanned and delivered via electronic mail. Such facsimile or electronic mail copies will be treated in all respects as having the same effect as an original signature.

6. All terms and conditions of the Agreement not amended by this Amendment remain in full force and effect.

7. The effective date of this Amendment is June 22, 2026.

This Amendment is executed on _____,.

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CITY OF MALIBU, a municipal corporation:

_____
BRUCE SILVERSTEIN, Mayor

ATTEST:

_____
KELSEY PETTIJOHN, City Clerk
(seal)

APPROVED AS TO FORM:

THIS DOCUMENT HAS BEEN REVIEWED
BY THE CITY ATTORNEY'S OFFICE

_____
TREVOR RUSIN, Interim City Attorney

TRUE NORTH COMPLIANCE SERVICES, INC., a California corporation

By: Signed by: Isam Hasenin B9047B67823F401... _____
Name: ISAM HASENIN
Title: President

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Exhibit A
Compensation for Services

The City shall compensate the Consultant for services performed and costs incurred under this Agreement in accordance with the fee and cost schedule. No additional compensation shall be paid for any other expenses unless such expenses are approved in advance in writing by the City Manager or the City Manager's designee.

The Consultant shall not commence any work for the City of Malibu until written authorization has been provided by the Community Development Director or the Director's designee. Consultant shall submit itemized invoices identifying the specific tasks performed, corresponding hours, and associated costs for each billing period.

Percentage Fee Services
Percentage-based fees shall include one (1) initial plan review and two (2) subsequent rechecks, for a total of three (3) reviews. Any additional rechecks beyond the third review shall be billed at the Consultant's applicable hourly rates, provided that the Consultant gives prior notification to City staff before incurring such charges. Daily courier services are included in the percentage fee.

Consultant compensation shall be calculated as a percentage of the total plan check fee established by the City Council's adopted fee schedule. Under the current fee distribution, sixty-five percent (65%) of the total plan check fee shall be paid to the Consultant, and thirty-five percent (35%) shall be retained by the City.

Plan Check Services	**Percentage**
Complete Plan Review	65% of City's collected fees
Structural Only Plan Review	35% of City's collected fees
Electrical, Plumbing, or Mechanical Plan Review	65% of City's collected fees
Grading, Drainage and Erosion Control Plan Review	65% of City's collected fees
Onsite Wastewater Treatment System Plan Review	65% of City's collected fees
Review for Changes to Previously Approved Plans	See below hourly rates
Review After Three (3) Checks (prior approval required)	See below hourly rates
Plan Check Engineer	$130.00 per hour
Certified Plans Examiner I	$100.00 per hour
Certified Plans Examiner II	$110.00 per hour
Certified Accessibility Specialist	$125.00 per hour
Inspector I / II	$90.00 / $100.00 per hour
Senior Building Inspector	$115.00 per hour
Training / Presentations / Staff Requested Meetings	$140.00 per hour

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Hourly Rates
All rates shall include overhead costs including, but not limited to salaries, benefits, insurance, office expenses, mileage, and courier service. If staff substitutions are necessary, or if staff is promoted to a different title, the original rates listed above will still apply.

Position	**Hourly Rate**
Interim Certified Building Official	$155.00
Plan Review Engineer	$130.00
Senior Structural Engineer	$145.00
Licensed Fire Protection Engineer	$135.00
Certified Plans Examiner I	$100.00
Certified Plans Examiner II	$110.00
Building/Housing Inspector I	$100.00
Building/Housing Inspector II	$110.00
Senior Building/Housing Inspector	$125.00
CASp Plan Reviewer/Inspector	$125.00
Fire Plan Reviewer/Inspector	$120.00
Permit Technician I	$70.00
Permit Technician II	$80.00

Non-Billable Administrative Overhead
The Consultant will bill only for time spent performing assigned professional work. All other activities associated with carrying out the contract are not billable and are therefore considered overhead or administrative functions contained within the hourly rate. Typical examples of non-billable overhead activities are:

- Discussion with staff or applicant about the cost of services or to address billing disputes.
- Meetings to discuss work performance, contract, or additional services.
- Travel time to and from the City of Malibu.
- Preparation of invoices and other administrative clerical services.
- Contract administration, such as preparing or discussing contract amendments.
- Time spent resolving errors in the event the Consultant is responsible.

Docusign Envelope ID: 7BE38E21-53CE-8283-828E-2442A67A7C8D

AMENDMENT NO. 2 TO PROFESSIONAL SERVICES AGREEMENT

THIS AMENDMENT NO. 2 TO PROFESSIONAL SERVICES AGREEMENT (the "Amendment" is made and entered in the City of Malibu on June 22, 2026, by and between the City of Malibu, a municipal corporation, hereinafter referred to as City, and Bureau Veritas North America, Inc., a Delaware corporation, hereinafter referred to as Consultant. City and Consultant are herein collectively referred to as "Parties" and separately as a "Party".

The city and the Consultant agree as follows:

RECITALS

A. On January 28, 2019, the City entered into a Professional Servies Agreement with Consultant for plan check consulting services related to the Woolsey Fire Recovery Project (the "Agreement").

B. On September 11, 2023, the City approved the Assignment of the Agreement to Consultant.

C. On November 12, 2024, the City approved Amendment 1 to the Agreement to increase the scope of work to include non-Woolsey Fire Project services.

D. The Parties desires to amend the Agreement to extend the Term of the Agreement, such that the contract will now expire on June 30, 2028, and to update the hourly rate of Professional Staff, and Consultant has submitted a proposal for this purpose that is acceptable to the City.

NOW THEREFORE, in consideration of the mutual covenants and agreements set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. Section 2.0 of the Agreement (Term of Agreement), is hereby extended to June 30, 2028.

2. Section 4.0 of the Agreement (Compensation for Services), is hereby amended as set forth in Exhibit A attached hereto. This change fully replaces Exhibit B from the original agreement.

3. Incorporation of Exhibits. All exhibits attached to this Amendment are hereby incorporated into the Agreement by this reference. To the extent there is any conflict between an exhibit attached to this Amendment and the exhibits attached to the original Agreement, the exhibits attached to this Amendment shall control.

4. Authority to Execute. Each person executing this Amendment represents and warrants that they are duly authorized to execute this Amendment on behalf of the Party for whom they are signing and to bind that Party to the terms herein.

5. The Parties agree that this Amendment will be considered signed when the signature of a Party is delivered physically or by facsimile transmission or scanned and delivered via electronic mail. Such facsimile or electronic mail copies will be treated in all respects as having the same effect as an original signature.

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6. All terms and conditions of the Agreement not amended by this Amendment remain in full force and effect.

7. The effective date of this Amendment is June 22, 2026.

This Amendment is executed on _____,.

CITY OF MALIBU, a municipal corporation:

_____
BRUCE SILVERSTEIN, Mayor

ATTEST:

_____
KELSEY PETTIJOHN, City Clerk
(seal)

APPROVED AS TO FORM:

THIS DOCUMENT HAS BEEN REVIEWED
BY THE CITY ATTORNEY'S OFFICE

_____
TREVOR RUSIN, Interim City Attorney

BUREAU VERITAS NORTH AMERICA, INC., a Delaware corporation

By: Signed by: Craig Baptista CDFA865E8D5D4A1... _____
Name: CRAIG BAPTISTA
Title: Vice President – West, Plan Check & Inspection

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Exhibit A
Compensation for Services

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The Consultant shall not commence any work for the City of Malibu until written authorization has been provided by the Community Development Director or the Director's designee. Consultant shall submit itemized invoices identifying the specific tasks performed, corresponding hours, and associated costs for each billing period.

Percentage Fee Services
Percentage-based fees shall include one (1) initial plan review and two (2) subsequent rechecks, for a total of three (3) reviews. Any additional rechecks beyond the third review shall be billed at the Consultant's applicable hourly rates, provided that the Consultant gives prior notification to City staff before incurring such charges. Daily courier services are included in the percentage fee.

Consultant compensation shall be calculated as a percentage of the total plan check fee established by the City Council's adopted fee schedule. Under the current fee distribution, sixty-five percent (65%) of the total plan check fee shall be paid to the Consultant, and thirty-five percent (35%) shall be retained by the City.

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Onsite Wastewater Treatment System Plan Review	65% of City's collected fees
Review for Changes to Previously Approved Plans	See below hourly rates
Review After Three (3) Checks (prior approval required)	See below hourly rates

Hourly Rates
All rates shall include overhead costs including, but not limited to salaries, benefits, insurance, office expenses, mileage, and courier service. If staff substitutions are necessary, or if staff is promoted to a different title, the original rates listed above will still apply.

Position	Hourly Rate
Plan Check Lead / Public Works Engineer / Environmental - HSE / GIS Specialist	$149

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Structural Engineer / Fire Protection Engineer / Senior Plan Review Engineer	$144
Plan Review Engineer / Senior ICC Certified Plans Examiner / CASp Plan Reviewer	$139
Fire Plan Reviewer	$129
ICC Certified Building Plans Examiner	$108
ICC Certified Building Plans Examiner (In-house) / Engineering Technician	$120
ICC Certified Permit Technician	$85
Administrative / Clerical Support	$77
Marketing & Outreach / Training / Graphic Handouts	$129
CASp Inspector / ADA Scoping, Design Assessments and ROW Support	$139
Fire Inspector	$144
Senior Building Inspector / Combination Inspector / Code Enforcement	$120
ICC Certified Building Inspector	$110

Non-Billable Administrative Overhead
The Consultant will bill only for time spent performing assigned professional work. All other activities associated with carrying out the contract are not billable and are therefore considered overhead or administrative functions contained within the hourly rate. Typical examples of non-billable overhead activities are:

- Discussion with staff or applicant about the cost of services or to address billing disputes.
- Meetings to discuss work performance, contract, or additional services.
- Travel time to and from the City of Malibu.
- Preparation of invoices and other administrative clerical services.
- Contract administration, such as preparing or discussing contract amendments.
- Time spent resolving errors in the event the Consultant is responsible.